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12 INTERNATIONAL

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF MARIN  
15

16 CHURCH OF SCIENTOLOGY )  
INTERNATIONAL, a California not- )  
17 for-profit religious corporation, )

18 )  
19 )  
20 Plaintiff,

21 vs.

22 )  
23 )  
24 GERALD ARMSTRONG; DOES 1 through )  
25 25, inclusive, )

26 Defendants. )  
27 )  
28 )

) CASE NO. 157680  
) [LASC NO. BC-052395]  
) [CONSOLIDATED]  
)  
) MEMORANDUM OF POINTS AND  
) AUTHORITIES IN SUPPORT OF  
) PLAINTIFF CHURCH OF  
) SCIENTOLOGY INTERNATIONAL'S  
) MOTION TO COMPEL DEFENDANT  
) GERALD ARMSTRONG TO ANSWER  
) DEPOSITION QUESTIONS, AND  
) FOR SANCTIONS  
)  
) DATE: January 27, 1995  
) TIME: 2:00 p.m.  
) CALENDAR: Law and Motion  
) HEARING JUDGE: Discovery  
) Referee  
) TRIAL DATE: May 18, 1995

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I. INTRODUCTION

In December, 1986, plaintiff Church of Scientology International ("the Church" or "plaintiff") sought to end a long period of attack from former Church member Gerald Armstrong ("Armstrong" or "defendant"). Armstrong's lengthy campaign was over, or so plaintiff thought, when he entered into a confidential Settlement Agreement (the "Agreement") with plaintiff in 1986. [Exhibit A.] The terms of the Agreement required Armstrong not merely to end his own litigation against plaintiff, but among other things, also required Armstrong to refrain from aiding others in litigation, to return to the Church the documents which he had stolen and all copies of them, to refrain from discussing with third parties his experiences with the Scientology religion, and to keep confidential all terms of the Agreement itself. In exchange for his promises, Armstrong received \$518,000 from the Church.

The Agreement was signed by Armstrong, on videotape, after he consulted with not one, but two, separate attorneys. [Exhibit B, Armstrong Depo at 69-70.] At the time, Armstrong stated to a Church attorney before a video camera and live witnesses, that he fully understood the Agreement, and that he was signing it of his own free will. [Exhibit C, Heller Declaration.]

This action arose because, in or about 1990, after dissipating or conveying all of the money which he had received in settlement, Armstrong began deliberately breaching the Agreement. The Church sought and obtained a preliminary



1 injunction (upheld on appeal)<sup>1</sup> prohibiting Armstrong from certain  
2 breaches of the Agreement, and presently seeks liquidated damages  
3 for still other breaches, as well as a permanent injunction.

4 [Ex. E, Second Amended Complaint.]

5 In deposition, Armstrong at first refused to answer many  
6 questions concerning his conversations and activities which were  
7 direct breaches of the Agreement. On February 19, 1993, the  
8 Honorable David Horowitz granted the Church's motion to compel,  
9 and ordered Armstrong to answer the questions which he had  
10 refused to answer. [Ex. F, Motion to Compel, Ex. G, Separate  
11 Statement; Ex. H, Order.]

12 On return to deposition, Armstrong again obstructed  
13 discovery, refusing to answer questions which bear directly on  
14 the subject of his breaches of the Agreement. Accordingly,  
15 plaintiff seeks an order: (1) compelling Armstrong to answer the  
16 questions, as well as any necessary follow-up questions; and (2)  
17 requiring Armstrong to pay the costs of the deposition made  
18 necessary by his obstruction, including reasonable attorneys'  
19 fees.

## 20 II. STATEMENT OF FACTS

### 21 A. The Settlement Agreement

22 In December, 1986, the Church entered into the Agreement  
23 with Armstrong. The Agreement provided for a mutual release and  
24 waiver of all claims arising out of a cross-complaint which  
25 defendant Armstrong had filed in Church of Scientology of  
26 California v. Gerald Armstrong, Los Angeles Superior Court No.

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27 <sup>1</sup> See Exhibit D, Minute Order of May 28, 1992 by Judge  
28 Sohigian.



1 C 420153. The Agreement contains various provisions designed to  
2 guarantee that new actions were not spawned or encouraged by the  
3 conclusion of the old one. In particular, paragraph 7(D)  
4 provides that Armstrong: (1) would not create or publish, or  
5 assist another in creating or publishing, any media publication  
6 or broadcast, concerning information about the Church of  
7 Scientology, L. Ron Hubbard, or any other persons or entities  
8 released by the Agreement; (2) would maintain "strict  
9 confidentiality and silence" with respect to his alleged  
10 experiences with the Church or any knowledge he might have  
11 concerning the Church, L. Ron Hubbard, or other Scientology-  
12 related entities and individuals; (3) would not disclose any  
13 documents which related to the Church or other identified  
14 entities and individuals; and (4) would pay to the Church \$50,000  
15 in liquidated damages for each disclosure or other breach of that  
16 paragraph.<sup>2</sup> Other paragraphs in the Agreement restricted

---

17  
18 <sup>2</sup> Paragraph 7(D) provides, in relevant part: "Plaintiff  
19 [Armstrong] agrees never to create or publish or attempt to  
20 publish, and/or assist another to create for publication by means  
21 of magazine, article, book or other similar form, any writing or  
22 to broadcast or to assist another to create, write, film or video  
23 tape or audio tape any show, program or movie, or to grant  
24 interviews or discuss with others, concerning their experiences  
25 with the Church of Scientology, or concerning their personal or  
26 indirectly acquired knowledge or information concerning the  
27 Church of Scientology, L. Ron Hubbard or any of the  
28 organizations, individuals and entities listed in Paragraph 1  
above. [Armstrong] further agrees that he will maintain strict  
confidentiality and silence with respect to his experiences with  
the Church of Scientology and any knowledge or information he may  
have concerning the Church of Scientology, L. Ron Hubbard, or any  
of the organizations, individuals and entities listed in  
Paragraph 1 above. [Armstrong] expressly understands that the  
non-disclosure provisions of this subparagraph shall apply, inter  
alia, but not be limited, to the contents or substance of his  
complaint on file in the action referred to in Paragraph 1  
hereinabove or any documents as defined in Appendix "A" to this

(continued...)



1 Armstrong's ability to provide voluntary aid or advice to others  
2 litigating against the Church.<sup>3</sup> As a consideration for these  
3 undertakings Armstrong received the amount of approximately  
4 \$518,000. [Exhibit B, Armstrong Depo at 536.]

5 **B. The Church's Claims Against Armstrong**

6 The Church filed this action for breach of contract against  
7 Armstrong in February, 1992, in Marin County, where Armstrong  
8 resides. The Church obtained a temporary restraining order on  
9 its complaint, and Armstrong moved the case to Los Angeles. In  
10 May, 1992, the Los Angeles Superior Court entered a preliminary  
11 injunction against Armstrong. Discovery ensued. Armstrong then  
12 appealed the injunction, and the case was stayed pending the  
13 appeal. On May 16, 1994, the Court of Appeal upheld the  
14 injunction. [Ex. I.] In doing so the Court of Appeal rejected a  
15 variety of arguments advanced by Armstrong including the alleged  
16 unenforceability of the underlying Agreement and a claimed  
17 infringement on his constitutional rights of speech and

18 \_\_\_\_\_  
19 <sup>2</sup>(...continued)

20 Agreement, including but not limited to any tapes, films,  
21 photographs, recastings, variations or copies of any such  
22 materials which concern or relate to the religion of Scientology,  
23 L. Ron Hubbard, or any of the organizations, individuals, or  
24 entities listed in Paragraph 1 above... [Armstrong] agrees that  
25 if the terms of this paragraph are breached by him, that CSI and  
26 the other Releases would be entitled to liquidated damages in the  
27 amount of \$50,000 for each such breach. All monies received to  
28 induce or in payment for a breach of this Agreement, or any part  
thereof, shall be held in a constructive trust pending the  
outcome of any litigation over said breach. The amount of  
liquidated damages herein is an estimate of the damages each  
party would suffer in the event this Agreement is breached. The  
reasonableness of the amount of such damages are hereto  
acknowledged by [Armstrong]."

<sup>3</sup> See specifically ¶¶ 7(H), 7(G), 10, 7(D), 18(D), 20 of the  
Agreement. [Exhibit A.]



1 association. The action was transferred back to Marin County in  
2 September, 1994, for consolidation with the fraudulent conveyance  
3 action then pending against Armstrong and others.

4 The Second Amended Complaint contains 20 separate causes of  
5 action, each alleging breaches by Armstrong of the Agreement.

6 The complaint alleges that Armstrong breached the Agreement by:

7 \* Voluntarily providing declarations about his claimed  
8 experiences with Scientology to anti-Church litigants [Ex.  
9 E, ¶¶ 39-41, 71-73, 108-111];

10 \* Accepting employment from attorney Ford Greene to  
11 provide paralegal and support services to Greene in cases  
12 against the Church and other parties protected by the  
13 Agreement [Id., ¶¶ 35-38, 74-79];

14 \* Providing a videotaped interview concerning his  
15 claimed Scientology experiences to a deprogrammer,<sup>4</sup> for that  
16 person's intended use in persuading Scientologists to  
17 abandon their religious beliefs [Id., ¶¶ 80-85];

18 \* Giving talks, speeches and interviews at meetings  
19 both public and private, to the media and to "anti-cult"  
20 groups, concerning his claimed Scientology experiences [Id.,  
21 ¶¶ 42-48, 90-95];

22 \* Preparing and submitting to third parties a  
23 screenplay or treatment titled "One Hell of a Story" in  
24

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25 <sup>4</sup> Deprogrammers have been defined by the courts as "people  
26 who, at the request of a parent or other close relative, will  
27 have a member of a religious sect seized, then hold him against  
28 his will and subject him to mental, emotional and even physical  
pressure until he renounces his religious beliefs. Deprogrammers  
usually work for a fee, which may easily run as high as \$25,000."  
Columbrito v. Galen Kelly, 764 F.2d 122, 125, n.1 (2nd Cir.1985).



1           which he purports to divulge his Scientology experiences  
2           [Id., ¶¶ 96-98]; and

3           \* Establishing, with the aid of anti-Scientology  
4           litigant Larry Wollersheim, a corporation ("Fight Against  
5           Coercive Tactics, Inc." or "FACTI") which maintains a  
6           computer bulletin board designed to provide hundreds of  
7           documents, declarations, exhibits and arguments prepared by  
8           Armstrong of and concerning his claimed Scientology  
9           experiences to persons litigating or desiring to litigate  
10          against the Church and other protected entities [Id., ¶¶ 99-  
11          106].

12          The Complaint seeks liquidated damages for those breaches  
13          which violate Paragraph 7(D), and a permanent injunction  
14          prohibiting Armstrong from further violating the Agreement.

15          Since 1990, Armstrong has persisted in violating the  
16          Agreement. Indeed, many of the claims contained in the Second  
17          Amended Complaint are based on actions which Armstrong took after  
18          this action was commenced.

19          **C. The Previous Motion to Compel**

20          On February 19, 1993, the Church brought a motion to compel  
21          Armstrong to answer questions which he had refused to answer in  
22          his deposition. Despite the plain allegations of the complaint,  
23          Armstrong refused to answer questions concerning his work for Mr.  
24          Greene on the cases of anti-Church litigants, claiming the  
25          attorney-client and work product privileges. [Ex. F, Motion to  
26          Compel, pp. 5-9.] The Court overruled Armstrong's objections,  
27          and ordered him to return to deposition to answer the questions.  
28          [Ex. H.]



1 Armstrong's deposition was restarted in March, 1993 but was  
2 not completed at that time. The Church was unable to complete  
3 his deposition, until August, 1994, because of the stay on  
4 activity which was occasioned by Armstrong's unsuccessful appeal  
5 of the preliminary injunction.

6 **D. Armstrong's Refusal To Answer Questions**

7 Armstrong was deposed on August 18 and 19, and October 20,  
8 1994. The transcript of the deposition was not completed until  
9 November 16, 1994. During the deposition he refused to answer  
10 questions concerning his conversations with third parties about  
11 his experiences in and with Scientology, about his employment by  
12 Mr. Greene, and about his conversations with Larry Wollersheim  
13 concerning the establishment and maintenance of FACTI. The  
14 questions asked, and the objections, are set forth in detail in  
15 the accompanying Separate Statement of Questions To Be Compelled.  
16 The Church offered to meet and confer with Armstrong concerning  
17 his refusals to answer [Ex. J], but received no response.

18 **III. ARGUMENT**

19 **A. Armstrong Is Required to Answer Questions Concerning**  
20 **His Conversations With Others About His Experiences In**  
21 **And With Scientology; Question Nos. 1, 2, 3**

22 During his deposition, Armstrong acknowledged that in  
23 October, 1993, he spoke with many people concerning the tax  
24 exemption which the IRS had granted to the churches of  
25 Scientology. [Ex. B, Armstrong Depo at 724-725]. He also  
26 admitted that, between March, 1993 and October, 1994, he spoke  
27 with many individuals concerning his own experiences in  
28 Scientology. [Id., Armstrong Depo at 693-694, 704, 715-716, 850-  
853]. He further acknowledged that he had written a screenplay



1 concerning his alleged experiences, and submitted the written  
2 screenplay to third parties. [Id., Armstrong Depo at 875-879].  
3 In each instance, however, Armstrong refused to identify any of  
4 the persons with whom he had spoken, or to whom he had submitted  
5 his manuscript. [Separate Statement, Question Nos. 1, 2, 3.] He  
6 also refused to testify as to the content of any of the  
7 conversations, objecting on grounds of relevancy and  
8 associational privacy. [Id.]

9 **1. The Questions Are Obviously Relevant**

10 According to the Code of Civil Procedure, "information is  
11 discoverable if it is unprivileged and is either relevant to the  
12 subject matter of the action or reasonably calculated to reveal  
13 admissible evidence." Valley Bank of Nevada v. Superior Court  
14 (1975) 15 Cal.3d 652, 655-656, 125 Cal.Rptr. 553, 554. Moreover,  
15 "the relevance of the subject matter standard must be reasonably  
16 applied; in accordance with the liberal policies underlying the  
17 discovery procedures, doubts as to relevance should generally be  
18 resolved in favor of permitting discovery." Id. at 656, quoting  
19 Pacific Tel. & Tel. Co. v. Superior Court (1970) 2 Cal.3d 161,  
20 173, 84 Cal.Rptr. 718, 726.

21 In 1986, Armstrong agreed, inter alia, that he would not  
22 discuss his experiences in Scientology with anyone, that he would  
23 not aid others in litigation against the Church and related  
24 entities, and that he would not work to create any publication,  
25 in any medium, about Scientology. The complaint alleges that he  
26 has done each of these things [e.g., ¶¶ 42-48, 90-98]. For the  
27 Church to ask Armstrong to whom he spoke about Scientology, what  
28 was said, and to whom he gave a screenplay, seeks directly



1 relevant evidence of breaches of the Agreement, and is also  
2 likely to lead to the discovery of further breaches or more  
3 evidence, in the form of testimony from the beneficiaries of his  
4 breaches. Indeed, it is difficult to conceive of discovery which  
5 could be more directly relevant to plaintiff's claims.

6 **2. The Questions Are Not Barred By Privacy Interests**

7 Nor can Armstrong raise the barrier of "privacy" claims as a  
8 shield against this necessary and lawful discovery. "'Not every  
9 act which has some impact on personal privacy invokes the  
10 protections of [our Constitution]. . . . [A] court should not play  
11 the trump card of unconstitutionality to protect absolutely every  
12 assertion of individual privacy.'" Hill v. National Collegiate  
13 Athletic Association (1994) 7 Cal.4th 1, 37, 26 Cal.Rptr.2d 834,  
14 857, quoting Wilkinson v. Times Mirror Corp. (1989) 215  
15 Cal.App.3d 1034, 1046, 264 Cal.Rptr. 194. It is well-established  
16 that "courts must balance the right of civil litigants to  
17 discover relevant facts against the privacy interests of persons  
18 subject to discovery." Vinson v. Superior Court (1987) 43 Cal.3d  
19 833, 842, 239 Cal.Rptr. 292, 299. Indeed,

20 In order to facilitate the ascertainment of truth  
21 and the just resolution of legal claims, the state  
22 clearly exerts a justifiable interest in requiring a  
businessman to disclose communications, confidential or  
otherwise, relevant to pending litigation.

23 Valley Bank, supra, 15 Cal.3d at 658-659, quoting In Re Lifschutz  
24 (1970) 2 Cal.3d 415, 425, 85 Cal.Rptr. 829, 835.

25 In Hill, supra, the California Supreme Court recently  
26 considered whether a drug test administered by the NCAA violated  
27 the privacy of student athletes. The court held that the  
28 athletes had no claim for invasion of privacy from the tests as a



1 matter of law, not because the tests did not intrude on privacy  
2 interests, but because the athletes had a diminished expectation  
3 of privacy due to their participation in the sports programs of  
4 their colleges. Id. at 41-42. In light of this diminished  
5 expectation and the valid interest of the NCAA in ensuring that  
6 college athletic programs were drug-free, the court directed  
7 judgment in favor of NCAA. Id. at 54.

8         So, here, this Court should balance Armstrong's privacy  
9 interests with those of the Church. Armstrong claims he has a  
10 right to privately communicate about his experiences in  
11 Scientology with others, and to refuse to disclose those  
12 communications in discovery. However, in 1986 Armstrong  
13 specifically agreed that he would not have any such conversations  
14 in the future, and that he would pay the Church \$50,000 should he  
15 violate that agreement. By signing the Agreement and accepting  
16 the settlement, he waived any claim to privacy as to  
17 conversations which he may have had with people about  
18 Scientology. Armstrong specifically contracted away his right to  
19 speak about matters pertaining to the Church of Scientology. By  
20 violating the Agreement he has put these conversations directly  
21 at issue and cannot now claim a right to privacy in order to hide  
22 his contracted breaches.<sup>5</sup>

23         Moreover, each of the conversations which the Church  
24 inquired about occurred after this lawsuit was filed. The action  
25 includes a request for permanent injunction, and allegations that

---

26  
27 <sup>5</sup> In response to a similar argument raised by Armstrong, the  
28 Court of Appeal stated "Although Armstrong's 'freedom of speech'  
is affected, it is clear that a party may voluntarily by contract  
agree to limit his freedom of speech." [Ex. I at p. 9.]



1 Armstrong's conduct is repetitive and continuing. Armstrong and  
2 any persons conversing with Armstrong were thus on notice that  
3 any conversations about Scientology could and would become the  
4 legitimate subject of discovery herein.

5 Under these circumstances, Armstrong should be ordered to  
6 return to deposition, and to answer fully and completely  
7 Questions 1 - 3 set forth in the accompanying Separate Statement,  
8 along with any relevant follow-up questions which those answers  
9 may generate.

10 **B. Armstrong Is Required to Answer Questions Concerning**  
11 **His Employment By Mr. Greene; Question Nos. 4, 5, 6**

12 A central allegation in the Church's complaint is  
13 Armstrong's assistance via Ford Greene to anti-Church litigants  
14 Richard and Vicki Aznaran. Before the instant litigation was  
15 started, Armstrong obtained employment in the offices of the  
16 Aznarans' attorney, Ford Greene, and provided him with assistance  
17 in the case of Vicki Aznaran and Richard Aznaran v. Church of  
18 Scientology International, et al., U.S. District Court, Central  
19 District of California No. CV-88-1786-JMI(Ex). [Second Amended  
20 Complaint, ¶¶ 35-38.] Armstrong was enjoined from continuing to  
21 provide this assistance by the Court's May, 1992 order.

22 Armstrong's provision of aid to the Aznarans is thus a  
23 central factual question raised by the complaint, and prohibited  
24 both by the underlying settlement agreement and the injunction.  
25 In the Church's February, 1993 motion to compel, the Church asked  
26 the court to order Armstrong to answer questions concerning his  
27 work on the Aznaran case, despite Armstrong's claim of attorney-  
28 client and work product privileges. [Ex. F, pp. 5-8.] That



1 motion was granted.

2         Nonetheless, in deposition, Armstrong again refused to  
3 answer specific questions concerning his provision of aid to the  
4 Aznarans, including what direction, if any, he received from Mr.  
5 Greene while assembling exhibits for the case; whether Mr. Greene  
6 ever instructed him not to work on the case; and what, if  
7 anything, he was paid for his anti-Scientology labors. The  
8 questions which counsel asked of Armstrong, and which obviously  
9 and directly address the issues of whether or not Armstrong had  
10 and intended to continue to aid the Aznarans in their litigation  
11 against the Church, are set forth in the concurrently filed  
12 Separate Statement of Questions Which Armstrong Should Be  
13 Compelled to Answer. [Separate Statement, Question No. 4, 5, 6.]

14         Mr. Greene instructed Mr. Armstrong not to answer these  
15 questions, claiming that the work product privilege and privacy  
16 protected discovery into these areas. These objections, however,  
17 are inapplicable to the questions asked.

18         In its ruling on the Church's prior motion to compel, this  
19 court already held that the limited work product privilege cannot  
20 apply to these questions. [Exhibit H.] Pursuant to C.C.P.  
21 §2018, the "work product of an attorney is not discoverable  
22 unless the court determines that denial of discovery will  
23 unfairly prejudice the party seeking discovery in preparing that  
24 party's claim or defense or will result in an injustice." Only  
25 writings which reflect "an attorney's impressions, conclusions,  
26 opinions or legal research or theories" are completely protected  
27 from discovery.

28         In this case, the questions asked of Armstrong in deposition



1 do not probe into Mr. Greene's work product at all; they  
2 certainly have nothing to do with his writings. The questions  
3 seek to establish whether or not Armstrong has breached the  
4 agreement and the injunction by aiding the Aznarans and other  
5 anti-Scientology litigants, and whether Armstrong has profited  
6 from those breaches. They do not probe the content of any  
7 writings, nor have they asked for production of work generated by  
8 either Armstrong or Greene on the case. Indeed, the only  
9 questions asked which specifically pertain to matters at issue in  
10 the Aznaran case were questions which sought to ascertain the  
11 degree of Armstrong's participation in the preparation of  
12 materials that were filed in that case, and are thus part of the  
13 public record.

14 Armstrong's privacy objection (which Mr. Greene has  
15 apparently asserted on behalf of both Armstrong and himself) is  
16 just as inapplicable here as it was to the category of questions  
17 concerning conversations with third parties about Scientology.  
18 Greene hired Armstrong knowing that Armstrong had an Agreement  
19 with the Church not to be employed on any anti-Scientology cases.  
20 Neither Greene nor Armstrong could reasonably expect that their  
21 conversations and conduct -- conduct directly at issue in this  
22 case -- would not be probed in discovery. Nor is there any  
23 legitimate reason to shield from plaintiff information as to  
24 Armstrong's compensation for work on anti-Scientology cases, or  
25 Mr. Greene's diligence in ensuring that he and his client comply  
26 with the terms of the injunction issued specifically in this  
27  
28



1 case.<sup>6</sup>

2 Under these circumstances, Armstrong should be ordered to  
3 return to deposition, and to answer fully and completely  
4 Questions 4 - 6 set forth in the accompanying Separate Statement,  
5 along with any relevant follow-up questions which those answers  
6 may generate.

7 **C. Armstrong Must Be Required To Answer Questions Concerning**  
8 **FACTI, The Anti-Scientology Corporation Which Armstrong**  
9 **Helped To Establish, FACTI; Question Nos. 7, 8, 9**

9 The 18th Cause of Action in the Second Amended Complaint  
10 alleges that Armstrong, with his friend and associate, Larry  
11 Wollersheim, has established a corporation in Colorado to act,  
12 inter alia, as a computer repository for documents concerning  
13 Armstrong's involvement with the Church and related entities.  
14 During deposition, Armstrong was asked about his conversations  
15 with Wollersheim concerning FACTI, the purpose of FACTI, and to  
16 whom the FACTI documents were being made available. The specific  
17 questions are set forth in the Separate Statement. [Separate  
18 Statement, Question Nos. 7, 8, 9.] Armstrong refused to answer  
19 any of these highly relevant questions, again asserting a right  
20 to privacy.

21 Armstrong has established FACTI to provide a computer  
22 bulletin board service to consumers -- it is overt, public, and  
23 aggressively vicious in its anti-Scientology stance [See, e.g.,  
24 Ex. K.] Armstrong may not establish a corporation for the very

---

25  
26 <sup>6</sup> As to Armstrong's continued employment by Mr. Greene, the  
27 Injunction states, "The court does not intend by the foregoing to  
28 prohibit defendant Armstrong from: ... (c) engaging in gainful  
employment rendering clerical or paralegal services not contrary  
to the terms and conditions of this order." [Ex. D, p. 2.]



1 purpose of breaching the Agreement, and then seek to shelter his  
2 conversations with other corporate principals by claiming  
3 privacy. Vinson v. Superior Court, supra, 43 Cal.3d 833. The  
4 Church is not seeking details concerning Armstrong's sexual  
5 practices; it is not attempting to obtain his tax returns; it  
6 does not seek to inquire into his mental stability. All of these  
7 questions generate legitimate privacy concerns. But the contents  
8 of a conversation that Armstrong had with Wollersheim concerning  
9 what Armstrong felt he could or could not do for FACTI because of  
10 the Agreement and the injunction is patently relevant, and no  
11 possible expectation of privacy could attach to such a  
12 discussion. Armstrong must be compelled to answer Questions 7-9,  
13 as set forth in the Separate Statement, along with any relevant  
14 follow-up questions.

#### 15 IV. CONCLUSION

16 Armstrong and his counsel have improperly obstructed the  
17 discovery process in this litigation. This is not the first  
18 motion to compel Armstrong's deposition testimony on highly  
19 relevant subjects, but the second. Further, as to some  
20 questions, the same objection was interposed which had by  
21 overruled by the Court nearly two years ago. Under these  
22 circumstances, Armstrong must be compelled to answer the  
23 questions, and he and his counsel ordered to pay attorney fees  
24 and costs incurred by the Church in bringing this motion and as a  
25 consequence of the further day of deposition made necessary by

26 ///

27 ///

28 ///



1 their obstruction, pursuant to C.C.P. §§ 2023(a)(4), (5), (7) and  
2 §§ 2023(b)(1).

3 Dated: December 22, 1994

Respectfully submitted,

MICHAEL LEE HERTZBERG

WILSON, RYAN & CAMPILONGO

4  
5  
6  
7 By:

AS  
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10 Attorneys for Plaintiff  
11 CHURCH OF SCIENTOLOGY INTERNATIONAL  
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PROOF OF SERVICE

STATE OF CALIFORNIA        )  
                                  )    ss.  
COUNTY OF LOS ANGELES    )

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On December 22, 1994, I served the foregoing document described as MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF CHURCH OF SCIENTOLOGY INTERNATIONAL'S MOTION TO COMPEL DEFENDANT GERALD ARMSTRONG TO ANSWER DEPOSITION QUESTIONS, AND FOR SANCTIONS on interested parties in this action,

[ ] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [ ] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE  
HUB Law Offices  
711 Sir Francis Drake Blvd.  
San Anselmo, CA 94960-1949

PAUL MORANTZ  
P.O. Box 511  
Pacific Palisades, CA 90272

MICHAEL WALTON  
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Suite 120  
Larkspur, CA 94939

[x] BY MAIL

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[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

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